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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN JOAQUIN

13
14 Arthur Lee Boatman Jr., an individual;

15 Plaintiff,

16 vs.

17 Tesla Inc.; A Corporation Doing Business in
18 California; and DOES 1 through 100,
19 inclusive;

20 Defendants.

21 CASE NO

22 STK-CV-UWT-2024-

16404

23 Demanda for Jury Trial

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- 1. Disability Discrimination and
Wrongful Termination in Violation
of FEHA;
- 2. Failure to Accommodate Disability in
Violation of FEHA;
- 3. Failure to Engage in an Interactive
Process in Violation of FEHA;
- 4. Wrongful Termination in Violation
of Public Policy; and
- 5. Failure to Timely Produce Personnel
and Payroll Records.

PARTIES

1 1. Arthur Lee Boatman Jr. (hereinafter "Plaintiff") is an individual who resides in the State
2 of California.

4 2. Tesla Inc. (hereinafter "Defendant") is a Corporation doing business in California.
5 Defendant is and/or at all times mentioned in this Complaint is a business and/or facility licensed
6 to do business and actually is doing business in the State of California.
7

JURISDICTION AND VENUE

9 3. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.
10

11 4. Events that are the subject of this action occurred in or near Lathrop, California.
12

DOE DEFENDANT

14 5. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.
15

16 6. Defendant Does 1 through 100, inclusive, were always relevant herein employees or
17 agents of the other Defendants. Plaintiff is ignorant of the true names and capacities of
18 Defendants sued herein as Does 1 through 100, inclusive, and therefore sue these defendants by
19 such fictitious names. Plaintiff will pray leave of Court to amend this Complaint to allege their
true names and capacities when ascertained.
20

21 7. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants herein
22 was, at all times relevant to this action, the agent, employee, representing partner or joint
23 venturer of the remaining defendants and was acting within the course and scope of that
24 relationship. Plaintiff is further informed and believes and thereon alleges that each of the
25 defendants herein gave consent to or ratified and authorized the acts alleged herein to each of the
26 remaining defendants.
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28 8. Plaintiff is informed, believes, and thereon alleges that every Defendant designated
herein, including all DOE Defendants, were negligently, wrongfully, carelessly, unlawfully,
29

1 tortuously, or in some other actionable manner, responsible for the events and happenings herein
2 referred to and that their negligent and/or otherwise tortious and wrongful acts and/or omissions
3 proximately caused, or were a substantial factor in causing, the injuries and damages to Plaintiff
4 as are herein alleged, and that each Defendant and/or his, her, or its respective officers, directors,
5 partners, managing directors, and/or shareholders ratified the wrongful acts and omissions of
6 each other Defendant.

7 9. Plaintiff is informed, believes, and thereon alleges that at all relevant times herein, every
8 Defendant designated, including all DOE Defendants, was an agent, employee, joint venturer,
9 partner, alter ego, conspirator, and/or legal representative of the remaining Defendants, and at all
10 times mentioned herein, every Defendant designated herein, including all DOE Defendants, was
11 acting within the time, authority, course, and scope of said agency, employment, joint venture,
12 partnership, and/or conspiracy, and to further the objectives of the same, or as an alter ego and
13 with the full knowledge, approval, ratification, permission, and consent of the other co-
14 Defendants, and each of them, including the officers, directors, and managing agents of
15 Defendants.
16

17 **EXHAUSTING ADMINISTRATIVE REMEDIES (FILING THE RIGHT TO SUE WITH**
18 **THE DEPARTMENT OF FAIR HOUSING & EMPLOYMENT)**

19 10. On or about November 21, 2024, Plaintiff filed his right-to-sue letter with the Department
20 of Fair Housing & Employment.
21

22 11. Plaintiff has exhausted all administrative remedies.

23 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**
24

25 12. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

26 13. Defendant employed Plaintiff as a material handler from October 3, 2023, until July 25,
27 2024.
28

1 14. On or about July 8, 2024, Plaintiff took his daughter to the Emergency Room (ER).
2 Plaintiff immediately informed his supervisor, Gio (Last name unknown), via text and requested
3 time off. Gio requested documentation, and Plaintiff provided the necessary documentation.
4 Plaintiff took time off from July 8, 2024, until July 10, 2024, to care for his five-year-old
5 daughter.

6 15. On or about July 16, 2024, while at work, Plaintiff began experiencing severe nausea and
7 vomiting. Unable to function, Plaintiff left work early. Plaintiff received a write-up for leaving
8 work early, despite the fact that he was vomiting.
9

10 16. From approximately July 23, 2024, to July 25, 2024, Plaintiff was hospitalized due to
11 experiencing severe nausea, seizures, and high blood pressure. During Plaintiff's hospitalization,
12 Plaintiff's wife notified Plaintiff's supervisor via text that Plaintiff was hospitalized.

13 17. On or about July 25, 2024, Plaintiff emailed all the necessary documents and medical
14 notes to Emily Wright, the Human Resources Representative (HR), indicating his hospitalization.
15

16 18. Despite being fully aware of Plaintiff's medical condition, Defendant terminated Plaintiff
17 on or about July 25, 2024. Defendant failed to accommodate Plaintiff's disability and failed to
18 engage in an interactive process prior to terminating Plaintiff's position. Plaintiff believes, and on
19 that basis, alleges that his disability was a motivating factor in Defendant's decision to terminate
20 his position.

21 **I. FIRST CAUSE OF ACTION**

22 **(Disability Discrimination and Wrongful Termination in Violation of FEHA Against All
23 Defendants and Does 1 Through 100)**

25 19. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

26 20. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*, was in
27 full force and effect and was binding on Defendant(s). These statutes require defendants to
28

1 refrain from discriminating against any employee based on his disability (including actual,
2 perceived, history of, etc.). Within the time provided by law, Plaintiff filed a complaint with the
3 Department of Fair Employment and Housing (DFEH), fully complying with administrative
4 requirements, and received a right-to-sue letter.

5 21. On or about July 16, 2024, Plaintiff experienced severe nausea and vomiting, causing him
6 to leave work early.
7

8 22. Plaintiff's condition continued to worsen over the next few days, causing his
9 hospitalization.

10 23. On or about July 23, 2024, until July 25, 2024, Plaintiff was hospitalized due to high
11 blood pressure, seizure, nausea, and vomiting. During this time, Plaintiff's wife notified
12 Plaintiff's supervisor about his hospitalization and health condition via text message.
13

14 24. On or about July 25, 2024, Plaintiff emailed all the medical documents to Emily Wright,
15 the Human Resources Representative. Despite being fully aware of Plaintiff's medical condition
16 and hospitalization, Defendant terminated Plaintiff's employment that same day.

17 25. As a proximate result of Defendant's willful, knowing, and intentional discrimination,
18 Plaintiff has sustained and continues to sustain substantial losses of earnings and other
19 employment benefits.
20

21 26. Plaintiff is informed and believes, and based thereon alleges, that the above acts
22 committed by Defendants were done with the knowledge, consent, and/or ratification of, or at the
23 direction of, each other Defendant and the other Managers.

24 27. The foregoing conduct of Defendants individually, or by and through their managing
25 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
26 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
27 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as
28

1 to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
2 punitive damages in an amount appropriate to punish or make an example of Defendants.

3 28. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is
4 unaware of the precise amounts of these expenses and fees and will seek leave of Court to amend
5 this Complaint when the amounts are fully known.

6

7 II. SECOND CAUSE OF ACTION

8 **(Failure to Accommodate Disability In Violation of FEHA Against All Defendants and**
9 **Does 1 Through 100)**

10 29. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

11 30. At all times herein mentioned, FEHA, Government Code section §12940, *et seq.*, was in
12 full force and effect and was binding on Defendant(s). This statute requires a defendant to
13 provide reasonable accommodations to known disabled employees. Within the time provided by
14 law, Plaintiff filed a complaint with the DFEH, in full compliance with administrative
15 requirements, and received a right-to-sue letter.

16 31. Plaintiff provided Defendant with the required medical documents and notes outlining his
17 condition and hospitalization. Despite being fully aware, Defendant terminated Plaintiff's
18 employment.

19 32. As a proximate result of Defendant's willful, knowing, and intentional failure to
20 accommodate Plaintiff's disability, Plaintiff has sustained and continues to sustain substantial
21 losses of earnings and other employment benefits.

22 33. As a proximate result of Defendant's willful, knowing, and intentional failure to
23 accommodate Plaintiff's disabilities, Plaintiff has suffered and continues to suffer humiliation,
24 emotional distress, and physical and mental pain and anguish, all to his damage in a sum
25 according to proof.

1 34. Plaintiff is informed and believes, and based thereon alleges, that the above acts
2 committed by Defendants were done with the knowledge, consent, and/or ratification of, or at the
3 direction of, each other Defendant and the other Managers.

4 35. The foregoing conduct of Defendants individually, or by and through their managing
5 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
6 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
7 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as
8 to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
9 punitive damages in an amount appropriate to punish or make an example of Defendants.

10 36. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. At this
11 time, Plaintiff is unaware of the precise amounts of these expenses and fees and will seek leave
12 of Court to amend this Complaint when the amounts are fully known.

14 **III. THIRD CAUSE OF ACTION**

15 **(Failure to Engage in an Interactive Process in Violation of FEHA Against All Defendants**
16 **and Does 1 Through 100)**

17 37. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

18 38. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*, was in
19 full force and effect and was binding on the Defendants. Gov.C. §12940(n) requires defendants
20 to engage in a timely, good-faith interactive process to accommodate known disabled employees.
21 FEAH Regulations provide that the employer *must* initiate the interactive process with an
22 employee who has a known disability, a request for reasonable accommodation, or when the
23 employer becomes aware of the need for accommodation (either through a third party, by
24 observation, or the employer becomes aware of the possible need for accommodation due to the
25 disabled employee exhausting leave).

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1 39. Defendants violated Gov. C. §12940(n) when they failed to engage with Plaintiff in a
2 good-faith interactive process. Defendants had a duty to engage in interactive processes since
3 Plaintiff's disability was known to Defendant.

4 40. Defendant terminated Plaintiff's position without first engaging in a good-faith interactive
5 process.

6 41. Despite having knowledge of Plaintiff's condition and hospitalization, Defendant
7 terminated Plaintiff's employment.

8 42. Plaintiff believes and, on that basis, alleges that his disability was a motivating factor in
9 Defendant's termination of his employment.

10 43. As a proximate result of Defendant's willful, knowing, and intentional misconduct,
11 Plaintiff has sustained and continues to sustain substantial losses of earnings and other
12 employment benefits.

13 44. As a proximate result of Defendant's willful, knowing, and intentional misconduct,
14 Plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and
15 mental pain and anguish, all to his damage in a sum according to proof.

16 45. Defendant's misconduct was committed intentionally, in a malicious, fraudulent,
17 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
18 Defendant.

19 46. Plaintiff is informed and believes, and based thereon alleges, that the above acts
20 committed by Defendants were done with the knowledge, consent, and/or ratification of, or at the
21 direction of, each other Defendant and the other Managers.

22 47. The foregoing conduct of Defendants individually, or by and through their managing
23 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
24 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or

1 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as
2 to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
3 punitive damages in an amount appropriate to punish or make an example of Defendants.

4 48. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is
5 at present unaware of the precise amounts of these expenses and fees and will seek leave of court
6 to amend this Complaint when the amounts are fully known.
7

8 **IV. FOURTH CAUSE OF ACTION**

9 **(Wrongful Termination in Violation of Public Policy Against All Defendants and Does 1 10 Through 100)**

11 49. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

12 50. At all times herein mentioned, the California Constitution, Article I, section 8, was in full
13 force and effect and was binding on Defendant.
14

15 51. Defendant intentionally discriminated against Plaintiff by terminating Plaintiff's
16 employment.

17 52. For all reasons set forth above, Plaintiff believes and alleges that his disability was a
18 motivating factor in Defendant's termination of his employment.
19

20 53. As a proximate result of Defendant's willful, knowing, and intentional misconduct,
21 Plaintiff has sustained and continues to sustain substantial losses of earnings and other
22 employment benefits.

23 54. As a proximate result of Defendant's willful, knowing, and intentional misconduct,
24 Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and
25 physical pain and anguish, all to his damage in a sum according to proof.
26

27 55. Defendant's misconduct was done intentionally, in a malicious, oppressive manner,
28 entitling Plaintiff to punitive damages.
29

1 56. Plaintiff is informed and believes, and based thereon alleges, that the above acts
2 committed by Defendants were done with the knowledge, consent, and/or ratification of, or at the
3 direction of, each other Defendant and the other Managers.

4 57. Plaintiff has incurred and continues to incur legal expenses and attorney's fees. At this
5 time, Plaintiff is unaware of the precise amounts of these expenses and fees and will seek leave
6 of court to amend this Complaint when the amounts are fully known.
7

8 **V. FIFTH CAUSE OF ACTION**

9 **(Failure to Timely Produce Personnel and Payroll Records Against All Defendants and
10 Does 1 Through 100)**

11 58. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein.

12 59. Pursuant to Labor Code Sections 226(b) and 1198.5, an employer is required to produce a
13 former employee's personnel file and payroll records. Under Labor Code Section 226(c), an
14 employer who receives a written or oral request to inspect or copy records from a former
15 employee must comply with the request as soon as possible but no later than twenty-one (21)
16 calendar days from the date of the request. Moreover, under Labor Code Section 226(f), a failure
17 by an employer to permit a former employee to inspect or copy records within twenty-one (21)
18 days entitles the former employee to recover a \$750.00 penalty from the employer. Furthermore,
19 under Labor Code 1198.5(k), Plaintiff will be entitled to an additional \$750.00 penalty for failure
20 to provide Personnel records.
21

22 60. On August 19, 2024, Plaintiff, through his attorney, requested his personnel and payroll
23 records. To date, Defendant has failed to produce such documents. As a result of Defendant's
24 failure to provide personnel and payroll records, Plaintiff will be entitled to penalties and
25 attorney's fees.
26

27 **VI. PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays judgment as follows:
Complaint – ARTHUR LEE BOATMAN JR. 10 of 12

1. For Plaintiff's economic damages;
2. For Plaintiff's non-economic damages;
3. For punitive damages, pursuant to Civil Code §3294 in an amount sufficient to punish
4. Defendants for the wrongful conduct alleged herein and to deter such conduct in the future, as to
5. all Defendants;
6. For interest, thereon at the legal rate;
7. Penalties under applicable labor code sections;
8. For general damages, according to proof on each cause of action for which such damages
9. are available;
10. For special damages, according to proof on each cause of action for which such damages
11. are available;
12. For prejudgment and post-judgment interest according to law;
13. For costs of suit incurred in this action, with interest;
14. For costs and reasonable attorney's fees as provided by law; and
15. For such other and further relief, the Court shall deem just and proper.

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18 **VII. DEMAND FOR JURY TRIAL**

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20 Plaintiff hereby demands a trial by jury.

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1
2 RESPECTFULLY SUBMITTED,
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5 M Law Attorneys, APC
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8 Dated: November 21, 2024
9
10

11 By: N Mirzaie
12 NARAK MIRZAIE, Esq.
13 Attorneys for Plaintiff,
14 Arthur Lee Boatman Jr.
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